

Southern Pacific Transportation Company

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April 24, 1986

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FILED 1425

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 28297 --
Southern Pacific Transportation Company
Equipment Trust Agreement, Series No. 68

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Sixth Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of March 31, 1986, to Equipment Trust Agreement dated as of October 15, 1976, creating Southern Pacific Company Equipment Trust, Series No. 68, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of October 15, 1976, recorded on October 29, 1976, at 2:35 PM, assigned Recordation No. 8541;

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Supplement to Equipment Trust Agreement dated as of June 1, 1977, recorded on July 22, 1977, at 3:30 PM, assigned Recordation No. 8541-A;

Second Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 17, 1979, at 1:20 PM, assigned Recordation No. 8541-B;

Third Supplement to Equipment Trust Agreement dated as of August 1, 1982, recorded on August 12, 1982, at 1:00 PM, assigned Recordation No. 8541-C;

Fourth Supplement to Equipment Trust Agreement dated as of June 1, 1984, recorded on June 19, 1984, at 3:10 PM, assigned Recordation No. 8541-D; and

Fifth Supplement to Equipment Trust Agreement dated as of May 15, 1985, recorded on June 6, 1985, at 12:55 PM, assigned Recordation No. 8541-E.

In connection with the recording of the Sixth Supplement and Assignment and Transfer, each dated as of March 31, 1986, to the Equipment Trust Agreement dated as of October 15, 1976, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.
30 South 30th Street
Philadelphia, Pennsylvania 19104

Name and Address of Guarantor - Lessee:

Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

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General Description of the Equipment
Covered by the Sixth Supplement:

<u>Number of Units</u>	<u>Description</u>
2	Diesel Locomotives; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 4431 and 6345; GRIP dates - October, 1977 and September, 1979, respectively.

General Description of the Equipment Covered by the
Assignment and Transfer of Certain Road Equipment:

<u>Number of Units</u>	<u>Description</u>
1	100-ton Box Car; FMC Corporation, builder; lettered SP and numbered 605566.
10	100-ton Box Cars; PACCAR Inc., builder; lettered SP and numbered 654509, 654667, 654673, 656272, 656278, 656288, 656330, 656344, 656351, and 656391.
1	2800 H.P. Locomotive; Morrison-Knudsen Company, Inc., builder; lettered SP and numbered 7031.

When the recording of the Sixth Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you, and return four (4) of the same to the undersigned.

Very truly yours,


Lenona Young

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

SOUTHERN PACIFIC TRANSPORTATION COMPANY

EQUIPMENT TRUST

SERIES NO. 68

8541-H

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of March 31, 1986

FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the thirty-first day of March, 1986, by FIRST
PENNSYLVANIA BANK, N.A., formerly known as The First
Pennsylvania Banking and Trust Company, a corporation duly
organized and existing under the laws of the Commonwealth of
Pennsylvania, Trustee under the Equipment Trust Agreement
hereinafter mentioned (hereinafter called the "Trustee"), to
SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly
organized and existing under the laws of the State of
Delaware (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement,
bearing date as of October 15, 1976, by and between the
Trustee and the Company (hereinafter called the "Equipment
Trust Agreement"), there was constituted the "Southern
Pacific Transportation Company Equipment Trust, Series No.
68," pursuant to which Trustee leased certain railroad
equipment to the Company, upon the terms and conditions
therein set forth; and

WHEREAS, certain box cars and a locomotive comprising
said Trust Equipment (hereinafter collectively called
"Destroyed Equipment") have been destroyed by the Company,
and in accordance with the provisions of said Equipment
Trust and in anticipation and consideration of the release
of such Destroyed Equipment, the Company has assigned and
transferred to the Trustee other standard-gauge railroad
equipment (hereinafter called the "Replacement Equipment"),
other than work equipment, as specifically described in the

Sixth Supplement to Equipment Trust dated as of March 31, 1986 ("Sixth Supplement"):

<u>Number of Units</u>	<u>Description</u>
1	100-ton Box Car; FMC Corporation, builder; lettered SP and numbered 605566.
10	100-ton Box Cars; PACCAR Inc., builder; lettered SP and numbered 654509, 654667, 654673, 656272, 656278, 656288, 656330, 656344, 656351, and 656391.
1	2800 H.P. Locomotive; Morrison-Knudsen Company, Inc., builder; lettered SP and numbered 7031.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such goodstanding and by virtue of the prior subjection and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Sixth Supplement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment

which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

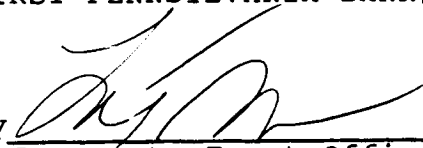
The Trustee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement, with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its

name and its corporate seal to be hereunto affixed, duly
attested, this 9th day of April, 1986.

FIRST PENNSYLVANIA BANK, N.A.

By


Corporate Trust Officer

ATTEST:


Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 9th day of April, 1986, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry
Notary Public

My Commission Expires:

LYNNE N. MCCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires May 5, 1986